

**MORGAN, LEWIS & BOCKIUS**

WASHINGTON  
NEW YORK  
LOS ANGELES

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PHILADELPHIA, PENNSYLVANIA 19109

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RECORDATION NO. 11098-B Filed 1425

MIAMI  
HARRISBURG  
LONDON

JUL 12 1982-4 45 PM

INTERSTATE COMMERCE COMMISSION

N. JEFFREY KLAUDER  
DIAL DIRECT (215) 875-5694

JUL 12 1982-4 45 PM

July 9, 1982

Secretary  
Interstate Commerce Commission  
Washington, DC 20423

No. 2-194A017  
Date. JUL 12 1982  
\$ 10.00

JUL 12 1982

Dear Secretary:

We enclose herewith one original and multiple fully executed and acknowledged counterparts of the following secondary document: Assignment, dated as of July 9, 1982, by Girard Bank (as Assignor) to The Connecticut Bank and Trust Company, as Agent for Connecticut General Life Insurance Company and John Hancock Mutual Life Insurance Company (as Assignee). The Assignment has appended to it a Release of Interest by Girard Bank in the Conditional Sale Agreement hereinafter described. We are special counsel to the Assignee in connection with this transaction. We hereby request that this Assignment be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The primary document to which this Assignment is connected is a Conditional Sale Agreement, dated as of November 27, 1979, recorded under Recordation Number 11098. We hereby request that this Assignment be cross-indexed.

The names and addresses of the parties to the enclosed Assignment are as follows:

ASSIGNOR: Girard Bank  
Three Girard Plaza  
Philadelphia, Pennsylvania 19102

ASSIGNEE: The Connecticut Bank and Trust  
Company, as Agent for Connecticut  
General Life Insurance Company  
and John Hancock Mutual Life  
Insurance Company  
One Constitution Plaza  
Hartford, Connecticut 06115  
Attention: Corporate Trust Department

*(A per se lawyer named faultz)*

MORGAN, LEWIS & BOCKIUS

Secretary  
Interstate Commerce Commission  
July 9, 1982  
Page Two

A description of the equipment covered by the enclosed Assignment is as follows:

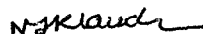
50 units of 50'6" 70-ton Box Cars, Type XM, bearing the following road numbers (both inclusive): NSL160300 through NSL160349.

Pursuant to 49 CFR Chapter X, Subchapter B, part 1002, §1002.2(d)(48), we enclose herewith the filing fee of \$10.00 for this secondary document. Please return the original Assignment and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the enclosed Assignment to appear in the index is as follows:

Assignment by Girard Bank (as Assignor), Three Girard Plaza, Philadelphia, Pennsylvania 19102, to The Connecticut Bank and Trust Company, as Agent for Connecticut General Life Insurance Company and John Hancock Mutual Life Insurance Company (as Assignee), One Constitution Plaza, Hartford, Connecticut 06115, Attention--Corporate Trust Department, covering 50 units of 50'6" 70-ton Box Cars, Type XM, bearing the following road numbers (both inclusive): NSL160300 through NSL160349, and connected to a Conditional Sale Agreement, dated November 27, 1979, with the Recordation Number 11098.

Very truly yours,



N. Jeffrey Klauder

/jj  
Enclosures

JUL 12 1982 -4 45 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

This Assignment dated as of July 9, 1982, is made by GIRARD BANK (hereinafter called Girard) to THE CONNECTICUT BANK AND TRUST COMPANY (hereinafter called the Assignee) as Agent for CONNECTICUT GENERAL LIFE INSURANCE COMPANY and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY pursuant to a Decree dated September 1, 1981, by the Honorable Louis C. Bechtel of the United States District Court for the Eastern District of Pennsylvania, Civil Action No. 79-4676, a copy of which is attached hereto as Exhibit "A".

This Assignment relates to that certain Conditional Sale Agreement dated November 27, 1979 (hereinafter called the Conditional Sale Agreement) between WHITTAKER CORPORATION (BERWICK FORGE & FABRICATING DIVISION) (hereinafter called the Builder) and NATIONAL RAILWAY UTILIZATION CORPORATION and PICKENS RAILROAD COMPANY covering the railroad equipment described in Annex B thereto. Girard is the Assignee of the Conditional Sale Agreement under an Agreement and Assignment dated as of November 27, 1979 between it and the Builder.

FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, GIRARD AGREES AS FOLLOWS:

1. Assignment. Girard hereby assigns, transfers and sets over to the Assignee, its successors and assigns, all of Girard's right, title and interest in and to the Conditional Sale Agreement, including any rights Girard may have to any funds which NATIONAL RAILWAY UTILIZATION CORPORATION is holding for Girard or otherwise in connection with the Conditional Sale Agreement. Article 23 of the Conditional Sale Agreement is annulled.

IN WITNESS WHEREOF, Girard, pursuant to due authority, has caused this instrument to be executed in its name by its duly authorized official as of the date first written above.

GIRARD BANK

BY Robert M. Bevan

(CORPORATE SEAL)

ATTEST:

Lily G. [Signature]  
Secretary

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF PHILADELPHIA :

On this 9th day of July, 1982, before me, personally appeared ROBERT M. BEVAN, to me personally known, who, being by me duly sworn, says that he is an officer of GIRARD BANK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cheryl Mays  
Notary Public

(Notarial Seal)

My Commission expires:

CHERYL MAYS  
Notary Public, Phila., Phila. Co.  
My Commission Expires March 31, 1984

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GIRARD BANK : CIVIL ACTION  
V. :  
JOHN HANCOCK MUTUAL LIFE :  
INSURANCE COMPANY and :  
CONNECTICUT GENERAL LIFE :  
INSURANCE COMPANY : NO. 79-4676

O R D E R

AND NOW, TO WIT, this 1<sup>st</sup> day of September, 1981, for  
the reasons expressed in the accompanying memorandum and at trial,  
IT IS ORDERED as follows:

1. Defendants' motion for a judgment notwithstanding the  
verdict on plaintiff's claim is denied.

2. Defendants' motion for a new trial on plaintiff's claim  
is denied.

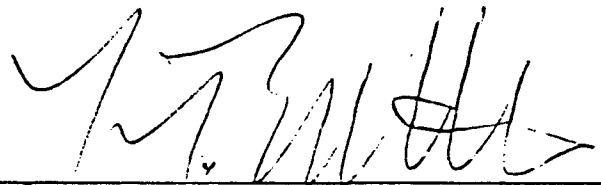
3. Defendants' motion for a new trial on the defendants'  
counterclaim is denied.

4. Plaintiff, Girard Bank ("Girard") shall forthwith  
assign to Connecticut Bank and Trust Company ("Connecticut Bank"),  
as agent for defendants Connecticut General Life Insurance Company  
("Connecticut General") and John Hancock Mutual Life Insurance  
Company ("John Hancock"), the Conditional Sale Agreement dated  
November 8, 1979, between Whittaker Corporation (Berwick Forge &  
Fabricating Division) ("Berwick") and National Railway Utilization  
Corporation and Pickens Railroad Company (together "NRUC"); the  
Conditional Sale Agreement dated November 15, 1979, between Whittaker

EXHIBIT "A"

and NRUC; the Conditional Sale Agreement dated November 27, 1979, between Evans Transportation Company and NRUC; and the Conditional Sale Agreement dated November 27, 1979, between Whittaker and NRUC, each by the form of Assignment attached hereto as Exhibit "A".

5. Simultaneously with the assignment of the Conditional Sale Agreements, Connecticut General and John Hancock shall pay to Girard, through their agent Connecticut Bank or otherwise, the principal amount of \$6,494,200.00 plus interest of \$535,771.50, which is at the rate of 6% per annum uncompounded from March 1, 1980 to July 15, 1981 (8.25%), minus the \$26,882.63 which Girard received from NRUC on December 11, 1980, as a payment under the Conditional Sale Agreements.

A handwritten signature in dark ink, appearing to read 'L. G. Bechtle, Jr.', is written over a horizontal line.

LOUIS G. BECHTLE, J.

ASSIGNMENT

This Assignment dated as of \_\_\_\_\_, 19\_\_\_\_, is made by GIRARD BANK (hereinafter called Girard) to THE CONNECTICUT BANK AND TRUST COMPANY (hereinafter called the Assignee) as Agent for CONNECTICUT GENERAL LIFE INSURANCE COMPANY and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY pursuant to a Decree dated \_\_\_\_\_, 1981, by the Honorable Louis C. Bechtle of the United States District Court for the Eastern District of Pennsylvania, Civil Action No. 79-4676, a copy of which is attached hereto as Exhibit "A".

This Assignment relates to that certain Conditional Sale Agreement dated \_\_\_\_\_, 1979 (hereinafter called the Conditional Sale Agreement) between \_\_\_\_\_ (hereinafter called the Builder) and NATIONAL RAILWAY UTILIZATION CORPORATION and PICKENS RAILROAD COMPANY covering the railroad equipment described in Annex B thereto. Girard is the Assignee of the Conditional Sale Agreement under an Agreement and Assignment dated as of \_\_\_\_\_, 1979 between it and the Builder.

FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, GIRARD AGREES AS FOLLOWS:

1. Assignment. Girard hereby assigns, transfers and sets over to the Assignee, its successors and assigns, all of Girard's right, title and interest in and to the Conditional Sale Agreement, including any rights Girard may have to any funds which NATIONAL RAILWAY UTILIZATION CORPORATION is holding for Girard or otherwise in connection with the Conditional Sale Agreement. Article 23 of the Conditional Sale Agreement is annulled.

IN WITNESS WHEREOF, Girard, pursuant to due authority, has caused this instrument to be executed in its name by its duly authorized official as of the date first written above.

GIRARD BANK

BY \_\_\_\_\_

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA

:

:

:

ss:

:

COUNTY OF PHILADELPHIA

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me, personally appeared \_\_\_\_\_, to me  
personally known, who, being by me duly sworn, says that he is  
an officer of GIRARD BANK, that one of the seals affixed to the  
foregoing instrument is the corporate seal of said corporation,  
that said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Directors and he  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission expires: